

MEMORANDUM OF UNDERSTANDING BETWEEN
City of Lander Police Department
AND
Fremont County School District #1
For School Resource Officer program

Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between Fremont County School District #1 (hereinafter referred to as [School District]), City of Lander Police Department (hereinafter referred to as [Law Enforcement Agency]),

Purpose. The purpose of this MOU is to establish the terms, conditions and expectations under which the Law Enforcement Agency will assign two (2) law enforcement officer(s) to serve as School Resource Officer(s) (hereinafter referred to as “SRO”) within the School District. The intent is to establish a clear understanding of roles and responsibilities between the parties, which are designed to enhance school safety and provide a positive law enforcement presence in the school community; and not to involve law enforcement in routine school discipline matters or increase youth referrals to the Juvenile Justice System.

The parties recognize that the ultimate goal of the MOU is to establish and maintain a safe and positive school environment that will allow students to learn from mistakes and grow into healthy, productive adults without criminalizing typical adolescent behaviors. It is further the goal of the School District that the MOU terms be administered in such a way as to keep students within the classroom setting to the greatest extent practicable and that wherever possible, school-based infractions be addressed using non-punitive interventions that teach appropriate behaviors, improve school safety and academic performance and minimize, exclusionary measures, citations, or arrests. The parties also seek to prevent referrals to law enforcement or school discipline for behaviors that are caused by or related to the student’s disability or past trauma.

Terms of MOU. The term of this agreement is for the academic school year of 2026/2027 commencing on the effective date through June 08, 2027. The terms of the MOU are as follows:

1. Payment: Cost related to this agreement shall be paid as follows:

1.01 District shall pay to the Law Enforcement Agency the amount of \$232,225.86 for the school year 2026–2027, subject to annual appropriation, and any renewal term shall be subject to renegotiation and appropriation., for the SRO services described in this MOU.

1.02 Law Enforcement shall be responsible for all costs in excess of the District’s payment for SRO services hereunder. Nothing herein, including School District payments, reporting requirements, and close cooperation between officers and the School District shall be deemed to make any SRO an employee of the School District for any purpose, including but not limited to the Wyoming Governmental Claims Act.

1.03 District shall have the right to provide input [participate in the interview] on the selection of the School Resource Officer(s) assigned to work within the District.

2. Responsibilities of Law Enforcement Agency: The Law Enforcement Agency shall be responsible for the following:

2.01 Law Enforcement Agency shall provide two (2) fully trained and certified Peace Officers assigned to Fremont County School District #1 as SRO for the entire 2025-2026 school year [and the entire school year of any Renewal Term]. The SRO(s) will work with School District officials in matters related to criminal conduct and promotion of safe educational environments.

2.02 Each SRO shall be an employee of the Law Enforcement Agency and said Law Enforcement Agency shall have the right to remove any Peace Officer appointed to serve as SRO. Law Enforcement Agency shall determine which Peace Officers are assigned as SROs in consultation with a representative from School District, whose input must be considered in the selection process.

2.03 The SRO(s), or any Peace Officer of the Law Enforcement Agency assigned and performing duties pursuant to

this MOU are subject to the direction and control of Law Enforcement Agency. Nothing in this MOU shall be interpreted to authorize any SRO or Peace Officer of the Law Enforcement Agency to exercise power that the Law Enforcement Agency is not authorized to exercise. Specifically, SROs will not participate in school disciplinary processes, except when called as a witness or as needed to determine possible criminal activity. The SRO will not request that school officials search a student or his/her belongings if the SRO does not have a legally sufficient basis for conducting such a search. To the extent necessary to carry out his duties as set forth herein, the officer may be granted access to confidential student information and shall be considered a school official of the School District for that purpose, and shall be subject to the same restrictions and requirements pertaining to the use of that information as is applicable to other School district employees having access to the information.

2.04 Law Enforcement Agency shall be responsible for providing SRO with the necessary law enforcement related equipment, including a police vehicle.

2.05 Law Enforcement Agency shall be responsible for ensuring that the SRO receives specialized police training, while the District is responsible for providing school-related training to the SRO.

2.06 The Law Enforcement Agency shall indemnify and hold harmless the District, its officers, employees, and agents from any claims, demands, or liability arising out of or related to the acts or omissions of the SROs, except to the extent caused solely by the negligence or willful misconduct of the District.

3. Duties of SRO: The SRO duties include all Peace Officer duties of the Law Enforcement Agency and the following additional duties:

3.01 The SRO shall provide law enforcement and school security services to School District consistent with training and Law Enforcement Agency policy to help promote the safety and welfare of the students and employees as follows:

3.01.01. The SRO shall help to protect the lives and property of students, employees and the School District on or adjacent to School District property.

3.01.02. The SRO should not be involved in school discipline processes for typical adolescent behaviors occurring within the school unless school safety is at risk or reporting is required by law.

3.02 SRO involvement with students with disabilities shall be in accordance with the Americans with Disabilities Act.

3.03 The SRO shall be made aware of the school's policies on crisis intervention and shall assist or intervene only when appropriate.

3.04 The SRO will become familiar with other resources and agencies in the community that can be used as resources for District students.

3.05 SRO shall follow these conditions for interviewing students suspected of criminal activity at school:

3.05.01. Questioning a student at school about subjects that may result in criminal consequences or may identify them as a victim of a crime shall be reserved for circumstances that constitutes a serious and immediate threat to an individual within the school community. Precautions will be taken to ensure that the broader school community is not made aware of this activity. Notice of such questioning shall be given to a principal or designee in advance.

3.05.02. If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning, unless there are exigent circumstances. Such circumstances could include urgent health safety emergency; or if officer believes that notifying the parents or guardian will jeopardize the investigation.

3.05.03. If there are exigent circumstances that prevent prior parental notification, parent shall be notified as soon as reasonably possible.

3.06 Absent exigent circumstances, a principal or designee shall be consulted before the SRO conducts a search on a student's person, possessions, or locker to allow time to express any concerns about the reasonableness of the search

and to notify parents.

3.07 SROs shall conduct searches consistent with constitutional standards applicable in schools, including the reasonable suspicion standard set forth in *New Jersey v. T.L.O.*, unless probable cause is otherwise required by law. SROs shall not request that school officials conduct searches for the purpose of avoiding legal standards applicable to law enforcement

3.08 The SRO may conduct a search at school of a student's person, possessions, or locker without notice to school personnel or parents only when there is probable cause that a crime has been committed. SROs will make a reasonable effort to reduce the stigmatizing event of the search for the student.

3.09 The SRO shall not request that school officials conduct a search of a student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

3.10 The SRO in his or her official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, shall notify the principal of the school or his or her designee of the issuance of the summons, ticket, or other notice as soon as possible unless the information is determined to be confidential pursuant to law.

3.11 Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual or the broader school community and where less intrusive measures of restraint have failed.

3.12 Strip searches of students by SRO or school officials are prohibited.

3.13 It is recognized that every situation cannot be predicted or determined by these guidelines, and SRO's may rely on Law Enforcement Agency policies, their training and experience in choosing alternate actions that are reasonable and appropriate for the circumstances.

3.14 "Body-worn cameras shall remain deactivated during routine SRO duties unless activation is required by law, agency policy, or requested by the District in writing. Any recording involving District business shall be retained in accordance with law and provided to the District upon request pursuant to Wyo. Stat. § 16-4-203(d)(xviii)(A).

4. SRO Activities: The SRO becomes a part of the school community and an asset to help create a positive school environment for students and faculty.

4.01 The SRO is a member of the school safety teams: SROs' are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and a partner in developing effective prevention strategies [and other duties determined by the School Board].

4.02 Role as an educator:

4.02.01. Provide in-service training for school staff on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.

4.02.02. Educate students through guest lectures about laws, constitutional protections, conflict resolution, information on youth-relevant crimes such as dating violence, and to teach crime prevention using evidence-based course curriculum.

4.03 Role as a participant of Restorative Justice processes.

4.03.01. Participate in restorative justice processes that occur within the school setting if appropriate, pursuant to school policy.

4.04 Role as an informal mentor:

4.04.01. Create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.

4.04.02. In partnership with a formal counselor or other school staff designated by the school, SRO's can provide referral information for additional resources relating to criminal justice and prevention of youth involvement in the juvenile justice system.

5. Responsibilities of School District: The School District shall be responsible for the following:

5.01 Provide SRO with the authority to access School District premises for the purpose of performing the law enforcement duties described herein and provide SRO with a private workspace (when possible) that allows for storage of confidential information.

5.02 Inform the SRO of the school's crisis response and de-escalation techniques.

5.03 Administer school discipline processes for typical adolescent behaviors occurring within the school without involving or referring the matter to an SRO unless school safety is at risk or reporting is required by law.

5.04 Requesting SRO involvement in school-based incidents should be limited to situations when it is:

5.04.01. Necessary to protect the physical safety of students and staff from imminent harm; or

5.04.02. Fits the criteria of behaviors listed in paragraph 6.01, which the parties have agreed will be referred to law enforcement.

5.04.03. Involves criminal behavior of persons other than students.

5.05 Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by a principal or designee, absent exigent circumstances.

5.06 Cooperate with law enforcement-initiated investigations and actions without unreasonably hindering or interfering with the Police Department's or the assigned SRO's official duties consistent with the District's obligations under existing laws and School District policies to investigate and handle school disciplinary matters.

5.07 Immediately notify the SRO or officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations as allowed by law.

5.08 Provide ongoing feedback to the Police Department designee for evaluation purposes.

6. Law Enforcement Referrals:

6.01 The parties agree that school code of conduct violations will be handled through school policies and procedure and will not be referred to law enforcement for formal criminal justice action.

6.01.01. The parties agree that behaviors that are related to a student's disability will be handled through school policies and procedure and not referred to law enforcement.

6.01.02. SRO responses to students with disabilities shall be consistent with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, including compliance with any IEP or 504 plan.

6.01.03. Law Enforcement referral will always be made for the following incidents -

6.01.03.(a). Fights involving serious bodily harm that requires medical treatment for any of the participants;

6.01.03.(b). Other serious or violent offenses, such as robbery, arson, or sexual assault;

6.01.03.(c). Use or possession of dangerous weapons, such as guns. Other items which could be used weapons shall only result in police referral if school staff believes there was a clear intention to use the item as

a weapon.

6.01.03.(d). The sale, possession or use of illegal drugs or alcohol.

7. **Confidentiality and Information Sharing/Disclosure of Student Education Records:** The parties agree to the following procedures to ensure that information disclosure and sharing between parties to the agreement comply with all legal requirements.

7.01 School District disclosure of confidential educational records:

7.01.01. The parties agree that any disclosure of student education records that is made by the School District to the law enforcement agency or its employees or agents shall be made only (1) to appropriate parties in connection with a health safety emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual or (2) as the law may otherwise permit. Reasonable steps will be taken to prevent further dissemination to an unauthorized third party of information exchanged hereunder.

7.01.02. The parties also agree that, if the School District makes any disclosure of a student's educational records pursuant to this agreement, the person requesting the records will sign an Acknowledgement for Release and/or Information from Education Records form provided by the School District which states that the records will not be disclosed to any other person or party, except as permitted by law and as necessary to carry out the purposes of this Agreement. A Permission for Release and/or Information from Records form provided by the School District shall be developed by the parties.

7.01.03. School officials shall refuse disclosure without a warrant or subpoena if they determine release of the information is not allowed by law. Any disclosure of education records shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 C.F.R. Part 99. All disclosures shall be documented, and no records shall be released without a subpoena, warrant, or parental consent, unless otherwise authorized by law

7.01.04. Law Enforcement Agency shall withhold disclosure of confidential criminal history or juvenile justice records to school district personnel if the disclosure is not allowed by law: and

7.01.05. The parties acknowledge a student's right to information privacy. No school official or SRO will require students to answer questions or provide access to their personal information, including digital information accounts by username, password or other means of access if such requirement violates a student's constitutional rights.

8. Evaluation:

8.01 In the event that the School District should be dissatisfied with the performance of the SRO assigned to the School District by the Law Enforcement Agency, SRO's Patrol Sergeant and the Business Manager shall meet to try to resolve the problem. Should further discussion be needed, the Superintendent and Police Chief shall meet to discuss resolution.

8.02 The District and the Law Enforcement Agency agree to meet annually to evaluate the performance of the school resource officer and discuss continuance of the MOU.

9. Termination

9.01 Either party may terminate this Agreement upon sixty (60) days' written notice to the other party, or Immediately in the event of a material breach.

This agreement shall become effective **June 30, 2027** and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

CITY OF LANDER, WYOMING

Mayor Date

Police Chief

FREMONT COUNTY SCHOOL DISTRICT #1

City Clerk

Superintendent Date